



Monday, September 06, 2004

11:43:23 AM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 9772

गावाचे नाव नाहूर

दिनांक 06/09/2004

दस्तऐवजाचा अनुक्रमांक वदर7 - 09665 - 2004

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: अनिल कुमार पनीकर - -

नोंदणी फी	: -	11900.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (54)	: -	1080.00
एकूण	रु.	12980.00

आपणास हा दस्त अंदाजे 11:58AM ह्या वेळेस मिळेल

सह दुय्यम निवृत्त निबंधक
मुंबई उपनगर (दिकांकी)

बाजार मुल्य: 1063807 रु. मोबदला: 1184000 रु.

भरलेले मुद्रांक शुल्क: 42950 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: यु वी आय, मुं 80.;

डीडी/धनाकर्ष क्रमांक: 002645; रक्कम: 11900 रु.; दिनांक: 04/08/2004

DELIVERED

बंदर - ७
 दफा क्रमांक (२२०४ / २००४)
 २



AGREEMENT FOR SALE

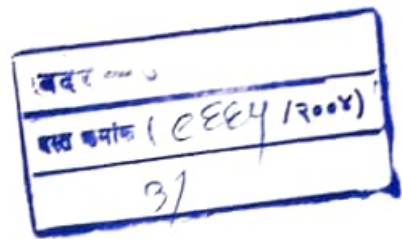
This Agreement made at Mumbai on 2nd day of September, 2002 between M/S. MOHAN & CO., a partnership firm, duly registered under the Partnership Act, 1932, and having its office at Laalasis, Plot No. 219, 11th Road, Chembur, Mumbai - 400 071, (hereinafter referred to as "**the Promoters**") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivors, survivor of them and the heirs, executors, administrators and assigns of the last surviving partner) of the One Part;

And Pan No. AA3PP3259P

MR. ANIL KUMAR PANICKER. (33)
 having his/her/their address at 405, Superkhow Apts,
Sarvodaya Nagar, Nakan Road, Mulund (W), Mumbai
 hereinafter referred to as "**the Purchasers**" (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns, in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor; in case of a limited company its successors and permitted assigns) of the Other Part.

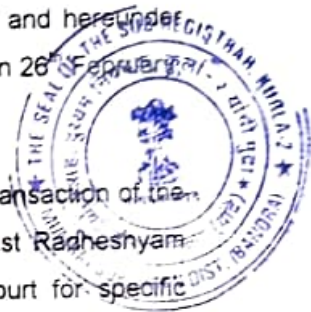
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 GENERAL STAMP
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BY, SUPERINTENDENT OF STAMPS
 BANDRA



WHEREAS :

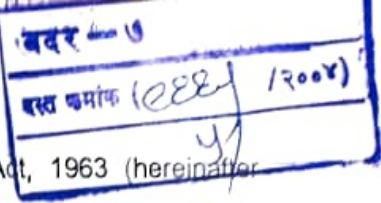
- (a) By an Agreement dated 2nd May, 1984 entered into between one Radheshyam Plastic Industries (hereinafter referred to as "**Radheshyam**") and one Sonu Synfabs Private Limited (formerly known as Deora Silk Mills Private Limited) hereinafter referred to as "**Sonu**", Radheshyam agreed to sell and Sonu agreed to purchase, on the terms and conditions contained therein, land admeasuring about 2506 sq. yds. i.e. 2095.35 sq. mts. and bearing Survey No. 115 (Part), and 127 Hissa No. 7 (Part) and sub-divided Plot No.57, which land is hereinafter referred to as "**the said property**", together with the buildings thereon, as more particularly described in the **First Schedule** thereunder and hereunder written. The said Agreement was lodged for registration on 26th February, 2001 with the Sub-Registrar of Assurances at Chembur;
- (b) Since Radheshyam did not complete the aforesaid sale transaction of the said property in favour of Sonu, Sonu filed a suit against Radheshyam being Suit No. 1791 of 1984 in the Bombay High Court for specific performance of the aforesaid Agreement dated 2nd May, 1984;
- (c) A decree dated 13th July, 1992 was passed by the Bombay High Court in the aforesaid suit in favour of Sonu and against Radheshyam, which decree was to operate as a conveyance of the said property to Sonu;
- (d) Sonu's name is already entered on the Property Register Card in respect of the said property.
- (e) Sonu is thus the owner of and/or otherwise well and sufficiently entitled to the said property;
- (f) The said property is vacant non-agricultural land within Land Ceiling limits in the hands of Sonu, in a residential zone, and is not under reservation for any purpose;
- (g) The Promoters approached Sonu, and expressed interest in developing the said property, pursuant to which a Memorandum of Understanding dated 1st September, 2000 (hereinafter referred to as "**MOU**") was entered into whereby Sonu agreed to sell all its right, title and interest in the said property to the Promoters at and for a price of Rs. 2,51,00,000/- (Rupees two crores fifty one lakhs only) and on the terms and conditions contained therein;



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- (h) The Appropriate Authority under Chapter XXC of the Income Tax Act, 1961 has granted its No Objection dated 11th December, 2000 to the completion of the sale by Sonu of its aforesaid right, title and interest in the said property in favour of the Promoters, as contemplated in the MOU dated 1st September, 2000;
- (i) Sonu and the Promoters have entered into a Development Agreement dated 28th June 2001 under which Sonu has granted development rights to the Promoters in respect of the said property.
- (j) On the instructions of the Promoters, Ganesh & Company, Advocate, has investigated the title of the Sonu, and their right, title and interest in the said property. The said Advocate has, by his Title Certificate dated 6th July 2001, opined that the title of the said property is clear and marketable and free from all encumbrances and reasonable doubts and that the Promoters are entitled to develop the said property and sell the premises constructed on the said property. A copy of the said Title Certificate dated 6th July 2001 is annexed hereto and marked as **Annexure "1"**;
- (k) Building plans for construction of buildings on the said property approved by the Municipal Corporation of Greater Bombay vide I.O.D. No.CE/4518/BPES/AT dated 29th January 2001 and Commencement Certificate No. CE/4518/BPES/AT dated 2nd May 2001 and accordingly construction of the said Building "TULIIP" has been commenced;
- (l) Building "TULIIP" is to comprise of ~~Ground Floor~~ ^{STILT} and Eight upper floors with Three Wings;
- (m) The Promoters are entitled to sell on what is known as "ownership basis" the flats and premises constructed by the Promoters as aforesaid;
- (n) At the request of the Purchasers, the Promoters have agreed to allot to the Purchasers on what is known as "ownership basis" flat / shop / office premises / garage / parking space no. 803/c on the 8th floor of Building "TULIIP";
- (o) The Purchasers have demanded from the Promoters and the Promoters have given inspection to the Purchasers of all documents of title relating to the said property approved plans, designs and specifications, Certificate of Title and such other documents as are specified under the Maharashtra Ownership Flats (Regulations of the Promotion of

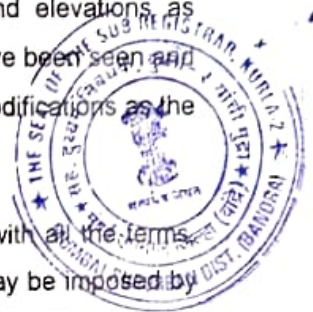
Construction, Sale Management and Transfer) Act, 1963 (hereinafter referred to as "the M.O.F Act") and the rules made thereunder;



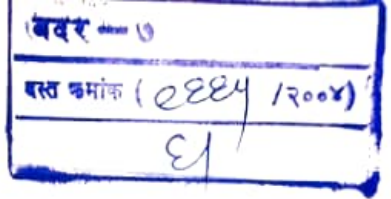
- (p) Under Section 4 of the M.O.F. Act the Promoters are required to execute a written agreement for sale of the premises with the Purchasers, being these presents.

NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Promoters shall construct buildings on the said property more particularly described in the First Schedule hereunder written in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and approved by the Purchasers with such variations and modifications as the Promoters may make from time to time.
2. The Promoters agree to observe, perform and comply with all the terms conditions, stipulations and restrictions, if any, which may be imposed by the concerned local authorities and/or Government bodies at the time of sanction of the building plans or thereafter.
3. The Promoters hereby agree, subject to the terms and conditions herein, to sell to the Purchasers, and the Purchasers agree to purchase, Flat / Unit / Office / Shop No. 803 admeasuring 474 sq. ft. (~~Super~~ built-up) on the 8th floor in Wing C being constructed on the said property ("the premises") at or for the price of Rs. 11,84,000/- (Rupees Eleven Lacs Eighty Four Thousand only) to be paid by the Purchasers to the Promoters, which is inclusive of the proportionate price of the common areas and facilities appurtenant to the premises. The nature, extent and description of the common areas and facilities are described in the **Second Schedule** hereunder written. For the purpose of this Agreement, the expression "super built-up" shall mean and include the FSI, TDR/FSI as may be sanctioned by the BMC as also area available on account of payment of premium for lifts, staircase, etc. and also includes area of lobbies, walls, passages, balcony and all other amenities. A Plan in respect of the premises is hereto annexed and marked **Annexure "2"**.
4. The said sum of Rs. 11,84,000/- (Rupees Eleven Lacs Eighty Four Thousand only) shall be paid by the



Purchaser to the Promoters in the following manner:-



- (a) Rs. 25,000/- (Rupees Twenty Five Thousand only) on or before execution of the Agreement.
- (b) Rs. 11,59,000/- (Rupees Eleven Lacs Fifty Nine Thousand only) on or before commencement of First Floor. 15/08/04
- (c) Rs. _____ (Rupees _____ only) on or before commencement of Second Floor.
- (d) Rs. _____ (Rupees _____ only) on or before commencement of Third Floor.
- (e) Rs. _____ (Rupees _____ only) on or before commencement of Fourth Floor.
- (f) Rs. _____ (Rupees _____ only) on or before commencement of Fifth Floor.
- (g) Rs. _____ (Rupees _____ only) on or before commencement of Sixth Floor.
- (h) Rs. _____ (Rupees _____ only) on or before commencement of Seventh Floor.
- (i) Rs. _____ (Rupees _____ only) on or before commencement of Eighth Floor.
- (j) Rs. _____ (Rupees _____ only) on or before commencement of Brick Work, Plaster & Plumbing.
- (k) Rs. _____ (Rupees _____ only) on or before possession of said flat/ shop/ parking space/ garage and finalization of documents, if any.



A certificate will be forwarded to the Purchaser that a particular stage of construction is complete, which certificate shall be issued by the Architect

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employed by the Promoters, shall be sufficient proof that a particular stage of construction is complete. It is agreed that the Purchaser shall within ___ days of receiving such certificate, or demand to pay from the Promoters, pay to the Promoters that instalment of the purchase price. It is specifically agreed that the apportionment of Rs. _____ as the proportionate price of common amenities is notional, and the same is not subject to change even if the percentage of undivided share of the premises in the common areas and facilities increase or decrease, the intent of the parties being that the premises are sold to and purchased by the Purchaser with all the appurtenant rights for the lumpsum of Rs. _____.

5. The Purchasers confirm that the payment of installments shall be on the due dates without any delay or default. Time for payment is the essence of the contract. If the Purchasers commit any delay or default in making payment of any of the amounts and/or installments of any amount payable under this Agreement, the Promoters shall, without prejudice to any other rights that they may have against the Purchasers, be entitled to terminate and/or put to an end this Agreement by issuing a notice of termination in writing, and on such termination the Promoters shall refund the amounts paid by the Purchasers without any interest, except the earnest money which shall stand forfeited. Upon termination of this Agreement, the Purchasers shall have no right, title, interest, claim or demand or dispute of any nature whatsoever either against the Promoters or against the premises, and the Promoters shall be entitled to deal with and dispose of the premises to any other person/s as they deem fit without any further act or consent of the Purchasers.

6. Without prejudice to the right to terminate this Agreement as above and any other rights under this Agreement and/or in law, the Promoters may at their option accept from the Purchasers payment of the defaulted installment/s on the Purchasers paying to the Promoters interest at the rate of 24 % per annum for the delayed period.

7. The Purchasers expressly and irrevocably agree and consent to the :

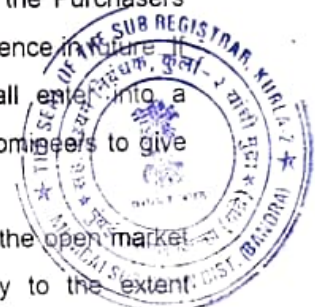
- re-designing of any floors, building or buildings or the recreation area or internal roads, path-ways and passages and such other area or areas which the Promoters may desire to realign and/or re-design,
- Promoters retaining all the rights to exploit the said property by using such unexploited rights as and when they may become

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available at any time hereafter in respect of the said property, even after execution of a conveyance in favour of a co-operative society or limited company or other entity and even after completion of construction of the Building "TULIP" as contemplated herein, and utilizing all additional FSI that may at any time hereafter become available on and/or transferred to the said property on TDR basis or otherwise, subject to compliance with applicable law, Building Rules, Building Bye-laws or Development Control Regulations by constructing additional floors on the existing building/s and/or additional structures on the said property, without any consideration being payable by the Promoters to the Purchasers and without any further or other consent or concurrence in future if required by the Promoters, the Purchasers shall enter into a separate agreement with the Promoters or their nominees to give effect to the aforesaid;

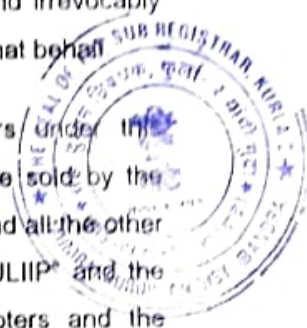
- (c) Promoters purchasing and/or acquiring TDR from the open market and consuming the same on the said property to the extent possible in law, and by using such TDR making additions, alterations, raising stories or put up additional wings or structures. All such additions, alterations, storeys or additional wings or structures shall be the sole property of the Promoters who shall be entitled to sell and/or otherwise deal with the same in the manner they deem fit. The Purchasers hereby confirm and consent to the irrevocable right of the Promoters to construct the such additional floors on the building/s being constructed on the said property and additional buildings on the said property in the manner deemed fit by the Promoters without any further or other consent or concurrence of the Purchasers in future.

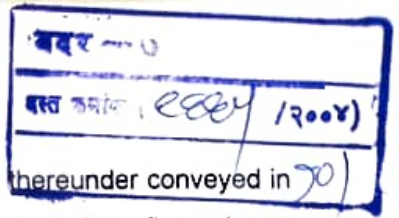
8. The Purchasers agree and confirm that he/she/they shall not object or dispute construction of the balance building/s or part or parts thereof by the Promoters on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Promoters shall be entitled to either themselves or through any nominees to construct and complete the said balance building/s on the said property as they may desire in their absolute discretion without any interference or objection or dispute by the Purchasers. The Purchasers hereby consent to the same.
9. The Purchasers expressly and irrevocably agree and consent to the Promoters utilizing any FSI which may be available on the said property



or any part thereof or any adjoining property or properties as the case may be, and until the entire FSI available on the said property and any other adjoining or other properties is duly utilized by the Promoters and until the construction of all the buildings on the said property are completed, and until all the flats, shops, garages, stilt, parking, open spaces and other tenements in the buildings are sold, the Promoters shall not, till then, be bound and shall not be called upon or required to form any Co-operative Society, Limited Company or Condominium of Apartments, as the case may be (hereinafter for the sake of brevity referred to as "**the society**") and the Purchasers agree and irrevocably consent not to have any demand or dispute or objection in that behalf

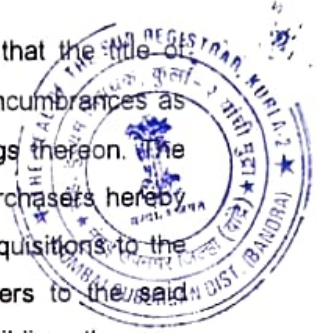
10. It is expressly agreed that the right of the Purchasers under the Agreement is only restricted to the premises agreed to be sold by the Promoters and agreed to be acquired by the Purchasers, and all the other premises and portion or portions of the said Building "TULIP" and the said property shall be the sole property of the Promoters and the Promoters shall be entitled to develop and/or deal with the same in any manner deemed fit by them without any reference or recourse or consent or concurrence from the Purchasers in any manner whatsoever. The Purchasers hereby confirm and consent to the irrevocable right of the Promoters to develop and/or deal with the said property and/or Building "TULIP" in the manner deemed fit by the Promoters without any further or other consent or concurrence in future.
11. The present layout and design and plans got sanctioned may be required to be amended from time to time by the Promoters and the Purchasers have entered into the present Agreement knowing fully well that the Promoters may require to amend, from time to time, the plans. The Purchasers have no objection to the Promoters making, and implementing, such amendments.
12. The Purchasers are aware that the development of the said property shall be over a lengthy period of time, and that although the construction of the building in which the premises hereby agreed to be sold may be completed, the Promoters may permit the Purchasers to occupy the same but only on completion of the entire work of development of the said property, and only upon sale of all the flats, shops, garages, stilt, parking, open spaces and other tenements, shall the Promoters take steps towards co-operating in or forming the society and getting the said





Building alone or with other buildings and/or land thereunder conveyed in favour of the society to be formed of the purchasers of the flats, shops, garages, stilt parking, etc. This Agreement is entered into by the Purchasers on the specific understanding that the Purchasers shall not insist upon the conveyance of the said property being executed until the complete development of the entire property, and construction of all the buildings thereon is completed, and until the sale of all the flats, shops, garages, stilt, parking, open spaces and other tenements, is effected.

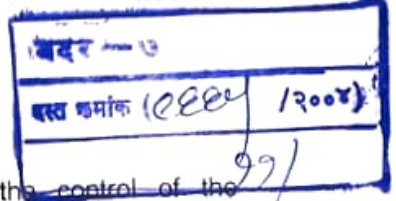
13. The Purchasers have made inquiries and are satisfied that the title of Sonu to the said property is marketable and free from encumbrances as are the rights of the Promoters to construct the buildings thereon. The Purchaser has inspected the original title deeds. The Purchasers hereby undertake not to hereafter raise any objection and/or requisitions to the title or further investigate the title of Sonu or Promoters to the said property and the right of the Promoters to construct the buildings thereon.



14. The buildings shall be constructed under the supervision of the Architects M/S.DAISARIA & ASSOCIATES and in accordance with the building plans as aforesaid. It is agreed that the premises shall (save and except garage, car parking space, area covering stilt) be of normal brick structure with cement plaster and shall contain specifications, fixtures, fittings and amenities as set out in the **Third Schedule** hereunder written and the Purchasers hereby confirm that the Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the premises.

15. Upon the completion of the building in which the premises hereby agreed to be sold are situate and the occupation certificate in respect thereof being obtained, the Promoters shall permit the Purchasers to occupy the premises as Licensee on or before Full & Final Payment but possession shall be transferred simultaneously on execution of a conveyance of the said property in favour of the society as hereinafter stated. Provided that the Promoters shall be entitled to reasonable extension of time for permitting the Purchasers to occupy the premises if the completion of the building is delayed on account of:

- i) Non-availability of steel, cement, other building material, water or electric supply;
- ii) War, Civil Commotion or act of God;
- iii) Any notice, order, rule, notification of the Government, B.M.C. and/or other public or other Competent Authority or Court;



iv) Any other forces on reasons beyond the control of the Promoters.

16. The Purchasers shall occupy the premises within 15 days of the Promoters giving written notice to the Purchasers intimating that the premises are ready for use.

17. The Purchasers shall use the premises or any part thereof or permit the same to be used only for purposes for which it is permitted under this Agreement. The Purchasers shall use the garage or parking space, if any, only for the purpose of or keeping or parking of the Purchaser's vehicle.

18. The Purchasers along with the other premises purchasers who have taken other premises in the said building/s to be constructed on the said property shall form themselves into a society and after the Conveyance of the said building/s has been executed in favour of the society the rights of the premises purchasers will be recognized and regulated by the society.

19. The Purchaser shall on the execution hereof pay to and deposit with the Promoters the following amounts. Such amounts shall not carry any interest.

(a) Rs. 360/- Non Refundable for share money/ application/ entrance fee of the Society/ Limited Company

(b) Rs. 750/- Non Refundable for legal charges

(c) Rs. 1500/- Non Refundable for formation and registration of the Society or Limited Company

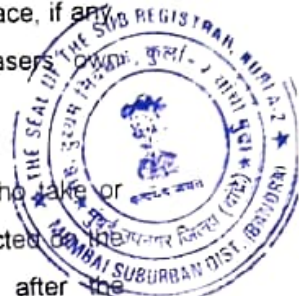
(d) Rs. 11,000/- Non Refundable towards installation of transformer, electric meters

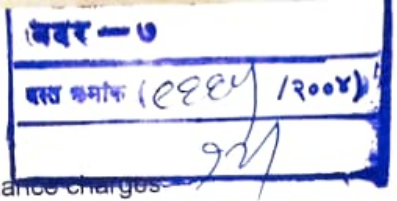
(e) Rs. 5920/- Non refundable towards installation of water meters

(f) Rs. As per BMC Assessment Non refundable towards B. M. C. charges

(g) Rs. 7104/- Non Refundable Development charges.

Rs. 5,625/- Gruut charges





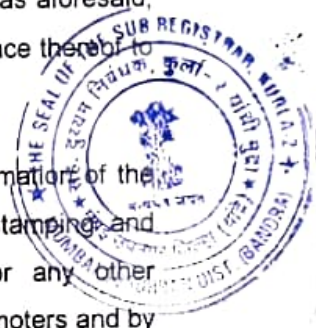
- (h) Rs. 25,000/- Security Deposit towards maintenance charges
- (i) Rs. 17,760/- Advance towards 12 monthly outgoings
- (j) Rs. Car Parking charges (Open/ still/ garage)

19. It is agreed that in respect of items (a) to (c) referred to in clause 20 the Promoters are not liable to render accounts. Subject as aforesaid, it is agreed that after the society shall have been formed and the building/s shall have been transferred and/or conveyed to the society as aforesaid, the Promoters shall hand over the said deposits or the balance thereof to the society.

20. All costs, charges and expenses in connection with the formation of the society as well as the costs of preparing, engrossing, stamping and registering all the agreements, deeds of assignment or any other document or documents required to be executed by the Promoters and by the Purchasers including stamp duty, registration charges etc., payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoters for preparing and approving all such documents shall be borne and paid by the Purchasers and the society as aforesaid, and/or proportionately by all the holders of the premises. The Promoters shall not be liable to contribute anything towards such expenses. The Purchaser hereby indemnifies and keeps the Promoters indemnified against the same.

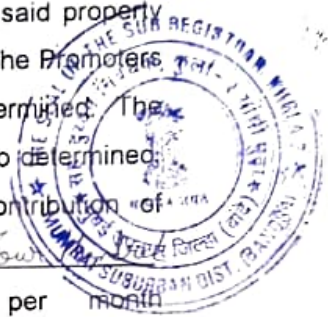
21. In the event of any additional amount becoming payable in respect of the aforesaid items, the Purchasers shall forthwith on demand pay to and/or deposit the difference with, the Promoters. The deposits shall not carry any interest.

22. so long as each flat/premises/garage in the said Building "TULIIP" shall not be separately assessed for municipal taxes and water taxes, the Purchasers shall pay to the Promoters or to the society when formed, a proportionate share of the Municipal tax and water tax assessed on the whole of Building "TULIIP", such proportion to be determined by the Promoters on the basis of the area of each flat/premises/garage in the said building. The Purchasers along with the other premises-holders will not require the Promoters to contribute a proportionate share of the maintenance charges of the flats/premises/garages etc., which are not sold and disposed of by the Promoters.



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23. The Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the premises) of outgoing in respect of the said property and the said Building "TULIIP" namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and also other expenses necessary and incidental to the management and maintenance of the said property and building. Until the society is formed and the said property and building/s transferred to it, the Purchasers shall pay to the Promoters such proportionate share of outgoing as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the provisional monthly contribution of Rs. 1,480/- (Rupees One Thousand Four Hundred Eighty only) per month towards the outgoing. The amounts so paid by the Purchaser to the Promoters shall not carry any interest and remain with the Promoters until a conveyance/Deed of Lease and/or any other document of transfer is executed in favour of the society as aforesaid. Subject to the provisions of Section 6 of the said M.O.F. Act, on such conveyance/Deed of Lease and/or any other document of transfer being executed, the aforesaid deposits (less deductions provided for this Agreement) shall be paid over by the Promoters to the society as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoing regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever, otherwise interest at the rate of 24 % will be charged. The right of the Promoters to charge the said interest is without prejudice to their right to terminate this Agreement. The Purchasers will not be entitled to ask for adjustment of the deposit amounts mentioned hereinabove against the expenses, municipal taxes and outgoing.
24. The Purchasers shall bear and pay to the Promoters his/her/its/their share of stamp duty and registration charges payable, if any, by the society on the Conveyance or any documents or instrument of transfer in respect of the said property and the buildings thereon to be executed in favour of the Society.
25. It is agreed, confirmed and covenanted by and between the parties hereto that the Promoters shall have full right and absolute authority and shall be



said additional areas. The Promoters or their buyers and/or their successor-in-title shall, in respect of such said additional area, however, be liable to pay the Municipal taxes as may be assessed and/or liable to them by the BMC and other outgoings in respect of the building in the proportion to the area of their premises as compared to the total area in the building.

The First Schedule Above Referred To

Land measuring about 2506 sq.yds. i.e 2095.35 sq.mts. and bearing No.115 (part) and 127, Hissa No.7 (part) and sub divided Plot No.57, No.551/45 together with the building thereon, Village Nahur (Mulund West 'T' Ward within Municipal Corporation of Greater Mumbai in the District and Sub District of the Bombay City and Bombay Suburban

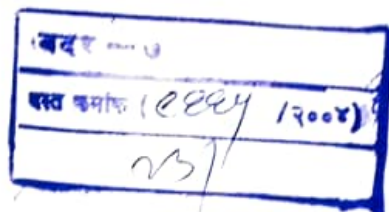


On or towards the North	:	by 33" wide Road
On or towards the South	:	by Plot No.56
On or towards the East	:	by Plot No.61 and
On or towards the West	:	by Plot No.56

The Second Schedule Above Referred To

Common area and facilities, proportionate area of immediate landing and abutting to main door after the landing on the said floor. Prorata right alongwith all Purchasers of the Premises in the said property is limited to common area i.e to say :

- (a) Staircase
- (b) Staircase Landing
- (c) Entrance Hall



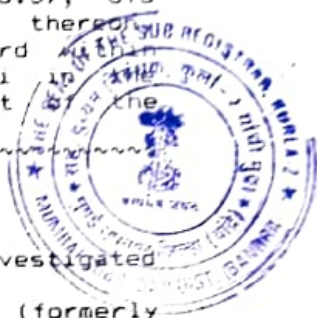
GANESH & CO.

ADVOCATES, HIGH COURT

Office 71/C, 'SUNDAR', N.G. Acharya Marg, Chembur, Mumbai - 400 071. • Phone : 555 35 98 Fax : 556 29 64

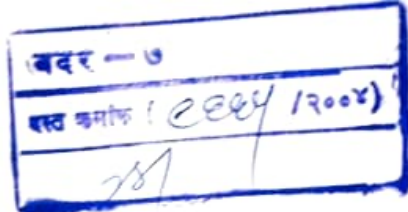
TITLE CERTIFICATE

Re: Land measuring about 2506 sq.yds. i.e. 2095.35 sq.mts. and bearing Survey No.115(part) and 127, Hissa No.7 (part) and sub divided Plot No.57, CTS No.551/45 together with the building thereon Village Nahur (Mulund West), 'T' Ward Municipal Corporation of Greater Mumbai Registration District and Sub District Bombay City and Bombay Suburban.

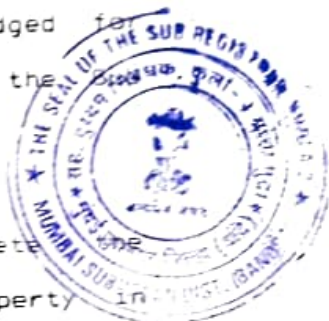


1. This is to certify that we have investigated the title of M/s. Sonu Sunfab Private Limited (formerly known as Deora Silk Mills Private Limited) a company duly registered under the Companies Act, 1956, having its registered office at 132, Marol Co-operative Industrial Estate, M.V.Road, Marol Andheri (East), Mumbai 400 0.. (hereinafter referred to as 'the Owner') to the land admeasuring about 2506 sq.yds. i.e. 2095.35 sq.mts. bearing Survey No.115 (part) and 127, Hissa No.7 (part) and sub divided Plot No.57, CTS No.551/45, area shown as 1991.20 sq.mts. which land is hereafter referred to as 'the said property' as more particularly described in the Schedule hereunder written on the basis of records available, have to state as under:

2. By an Agreement dated 2nd May, 1984 entered into between One Radheshyam Plastic Industries (hereinafter referred to as 'Rashashyam') and the



Owner, Radheshyam agreed to sell and the Owner agreed to purchase, on terms and conditions contained therein, the said property. The said Agreement was lodged for registration on 26th February, 2001 with the Registrar of Assurances, Kurla at Chembur.

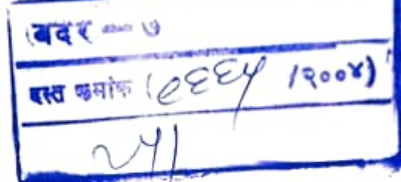


3. Since Radheshyam did not complete aforesaid sale transaction of the said property in favour of the Owner, the Owner filed a Suit against Radeshyam being Suit No.1791 of 1984 in the Bombay High Court for specific performance of the aforesaid Agreement dated 2nd May, 1984.

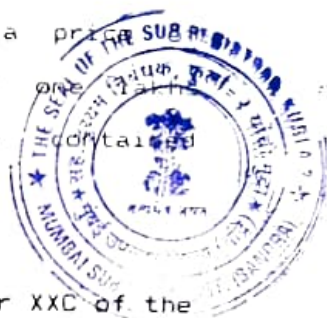
4. A decree dated 13th July, 1992 was passed by the Bombay High Court in the aforesaid suit in favour of the Owner and against Radheshyam, which decree was to operate as a conveyance of the said property to the Owner.

5. The Owner therefore became sufficiently entitled to the said property.

6. By a Memorandum of Understanding dated 1st September, 2000 (hereinafter referred to as 'MOU')



entered into between the Owner and One M/s. Mohan & Co. (hereinafter referred to as 'th Developer'), the Owner agreed to sell all its right, title and interest in the said property to the Developer at and for a price of Rs.2,51,00,000/- (Rupees Two crores fifty only) and on the terms and conditions contained therein.



7. The Appropriate Authority under Chapter XXC of the Income Tax Act, 1961 has granted its No Objection dated 11th December, 2000 to the completion of the sale by the Owner of its aforesaid right, title and interest in the said property in favour of the Developers as contemplated in the MOU dated 1st September, 2000.

a) The Owner and the Developer have entered into a Development Agreement dated 28th June, 2001 under which the Owner has granted development rights to the Developer in respect of the said property which is duly stamped and registered with the Sub-Registrar of Assurances, Kurla at Chembur on 28.06.2001 being Document No.BDR-3/3171/2001.

9. The aforesaid facts confirm that the title of the property vests upon the Owner and the same has a

बंद
प्राप्त किया (२२२/ १२००४)
०६

clear and marketable title and free from all reasonable doubts and encumbrances.

10. We therefore certify that the Developers are entitled to develop the said property by constructing buildings thereon, and are also entitled to sell premises in the said buildings.



SCHEDULE

ALL THAT piece or parcel of land or ground together with factory building standing thereon situated lying and being at the Village of Nahur (near Mulund), 'T' Ward, within Municipal Corporation of Greater Mumbai in the Registration District of Bandra and Sub District of the Bombay City and Bombay Suburban admeasuring about 2506 sq.yds. i.e. 2095.35 sq.mts. and being bearing the following Survey and Hissa Nos.

<u>Survey No.</u>	<u>Hissa No.</u>
115 (Part)	Nil
127	7 (Part)

GANESH & CO.
ADVOCATES, HIGH COURT

बंदर - ७
बस कार्ड (१९९९/१९०५)
२०

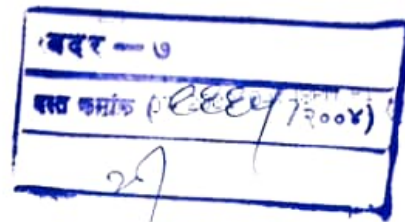
and bearing sub divided Plot No.57 and LIS No.551/45 admeasuring 1991.20 sq.mts. of the Scheme of layout as sanctioned by the Municipal Corporation of Greater Mumbai and bounded as follows:

On or towards the North : by 33" wide Road
On or towards the South : by Plot No.56
On or towards the East : by Plot No.61 and
On or towards the West : by Plot No. 56



Dated this 06th day of July, 2001.

For **GANESH & CO.**,



Rcta 5000 (Gen 520.15.9.99) D/ChE c2

VALID UPTO = 1 MAY 2002

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

No. CEI 4518 /BPESIA T = 2 MAY 2001

COMMENCEMENT CERTIFICATE

To:

M/s. Scru Syntab Pvt Ltd

Sir,

With reference to your application No. _____ dated _____ for Development Permission and grant of Commencement Certificate under section 45 and 69 of the Maharashtra Regional & Town Planning Act 1966, to carry out development and building permission under section 346 of the Mumbai Municipal Corporation Act, 1888 to erect a building in Building No. _____ on plot No. _____ C.T. S.No. 551/45 Divn/Village/Town Planning Scheme No. Nahur situated at Road/Street Mulund (W) Ward T the Commencement Certificate/Building permit is granted on the following conditions:-

1. The land vacated in consequence of the endorsement of the set back line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
3. The commencement certificate/development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if:

(a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.

(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with.



बदर - ७
 Nov. 07 2002 04:45PM FI
 एस नमंक (२२२५/२००४)
 २१

344

(Gen-520)

2.

(c) The Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1956.

7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri R.S. Hadawale Executive Engineer to exercise his powers and functions under section 45 of the said Act.

This C.C. is valid upto 1 MAY 2002

C.C upto plinth



For and on behalf of Local Authority
 The Municipal Corporation of Greater Bombay.

2 JAN 2002

4518 / BPES / AT

Full C.C. for wing A & B 1c
 3 floor

Executive Engineer, Building Proposals
 (Eastern Suburbs) - S & T
 FOR

02/01/2002
 Assistant Engineer Building Proposal
 (Eastern Suburbs (S & T Wards))

MUNICIPAL COMMISSIONER FOR GREATER BOMBAY

4518 / BPES / AT 22 FEB 2002

Full C.C. as per amended plan approved dt 18/

4518 / BPES / AT 4 OCT 2002

Full C.C. as per amended plan approved on 19/9/02.

22/02/2002
 Assistant Engineer Building Prop.
 Eastern Suburbs (S & T Wards)

04/10/2002
 Assistant Engineer Building Proposal
 Eastern Suburbs (S & T Wards)

बस्त कमांक (२२२५ १२००४)
30/

In replying please quote No. and date of this letter.

Intimation of Disapproval under Section 346 of the Bombay Municipal Corporation Act, as amended up to date.

Nos. B.B./CE/CE/4518/BPES/AT/BS/A of 200 200

29 JAN 2001

MEMORANDUM

True Copy

Municipal Office,

Mumbai 200

For Dalsaria Associates

H/s. Sonu Synfab Pvt. Architects

With reference to your Notice, letter No. 3898 dated 22-11-2000

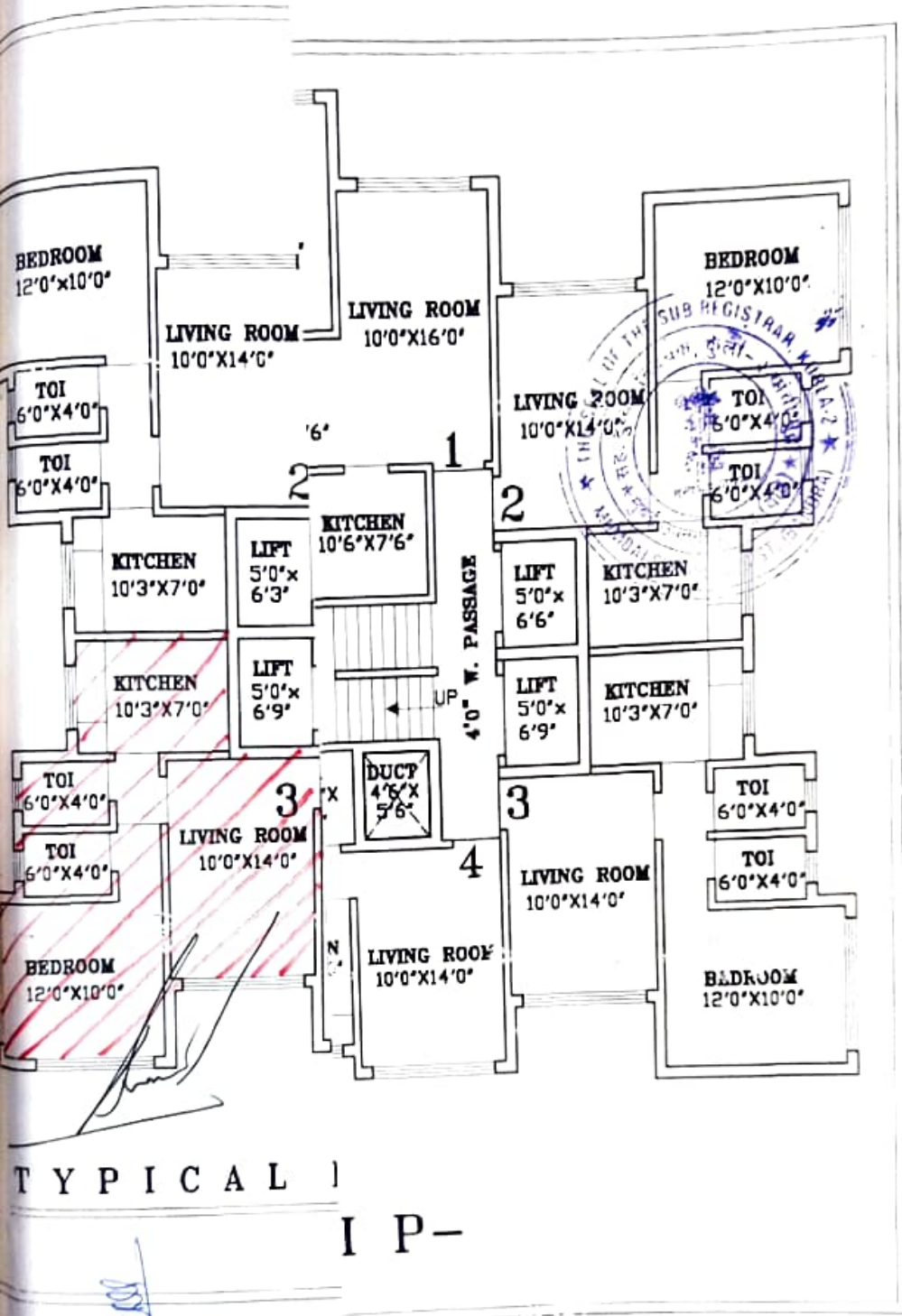


and the plans, Sections Specifications and Description of the Proposed bldg. on C.T.S.No.551/45 of village 'WANDUR, MALINDA TW'. I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you under Section 346 of the Bombay Municipal Corporation Act as amended up to date, my disapproval by thereof reasons :-

A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/ BEFORE PLINTH C.C.

1. That the commencement certificate under Sec.45-69(1)(a) of the M.R. & T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).
3. That the low lying plot will not be filled upto reduced level of atleast .92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled, consolidated and sloped towards road side before starting the work.
4. That the Licensed Structural Engineer will not be appointed and his supervision memo as per appendix XI Regulation 5(3)(ix) will not be submitted by him.
5. That the structural design and calculations for the proposed work, considering seismic forces as per I.S. Code Nos. 1893 & 4326 and for existing building showing adequacy thereof to take up additional load will not be submitted by him.
6. That the regular/sanctioned/proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/E.E.(T&C)/E.E.(D.P.)/D.I.I.R. before applying for C.C.
7. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
8. That the existing structure proposed to be demolished will not be demolished or necessary phase programic with agreement will not be submitted and got approved before C.C.
9. That the conditions mentioned in release letter of Executive Engineer (D.P.) Under No. Chb-12-R-Z/DPES dated 27-11-2000 will not be complied with.
10. That the qualified/registered site supervisor through architect/structural engineer will not be appointed before applying for C.C. & his name and licence No. duly revalidated will not be submitted.
11. That the extra water and sewerage charges will not be paid to Asst. Engineer, Water Works, 'T.Ward' before C.C.
12. That the true copy of sanctioned layout/sub-division/amalgamation approved under No. dated alongwith the terms & conditions will not be submitted before C.C. and compliance thereof will not be done before submission of B.C.C.
13. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.

बदल
 नया नमा: ०९९५ / २००४
 ee



TYPICAL 1
 I P-

Handwritten signature

No. C ULC/D. 111/27/6663

Office of the Additional Collector & C.A., ULC, Gr. M...
New Administrative
10th floor, Mantr...
Mumbai - 400 032.

Collector's Office
No. 111/27/6663
Date: 17/11/2000
\$0

Dated : 17. / 11 / 2000.

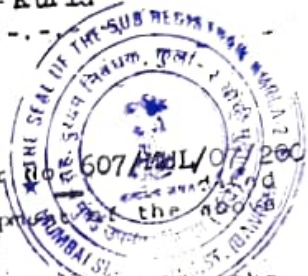
To,

Sonu Synfab
C/o Manoj A. Daisaria & Associates,
381, Bhaveshwar Market, M.G. Road,
Chopar (E), Mumbai.

Sub: Permission for redevelopment of Property bearing ~~...~~ CTS No. 551/45 Plot No. 57, of Village - Nahur Taluka - Kurla in B.B.D./Mumbai City.

A. Please refer to your Architect's Letter dated 6-7-2000 and your C.A.'s Letter No. ~~...~~ seeking permission for redevelopment of mentioned property.

B. At this stage, the land is non vacant and within the meaning of the U.L. (C&R) Act, 1976, because it is built up with ~~one~~ structures which containing Nil dwelling units. The calculation of plinth area, land appurtenant, additional land appurtenant and proportionate 10/90 percent B.C. etc. show that the land is non vacant to the extent of 1991-20 sq. m. (One thousand Nine Hundred Ninety One point Twenty Sq.Mtrs. excluding area under road set back to the extent of Nil sq.mts.



Thus, the question of permission under section 22 of the ULC Act, 76, in your case, can be considered only when the land becomes vacant after all the structures are demolished with the consent of the existing occupants/tenants of the premises and the proposed building has been constructed as per approved plans and is on the verge of completion. The order under sec-22 with permission to retain the above land usually contains the following conditions:-

1. The letter of indent and permission under sec. 22 shall be subject to the applicant's producing proof regarding the title ownership of the land, possession, area and user thereof. The GBMC should verify the same before issuing 100/CC.
2. The permission is operative for redeveloping the property in accordance with the provision of DC Regulation in force.

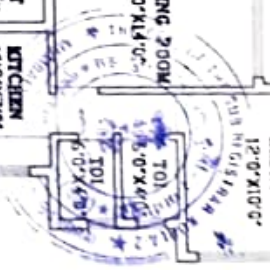
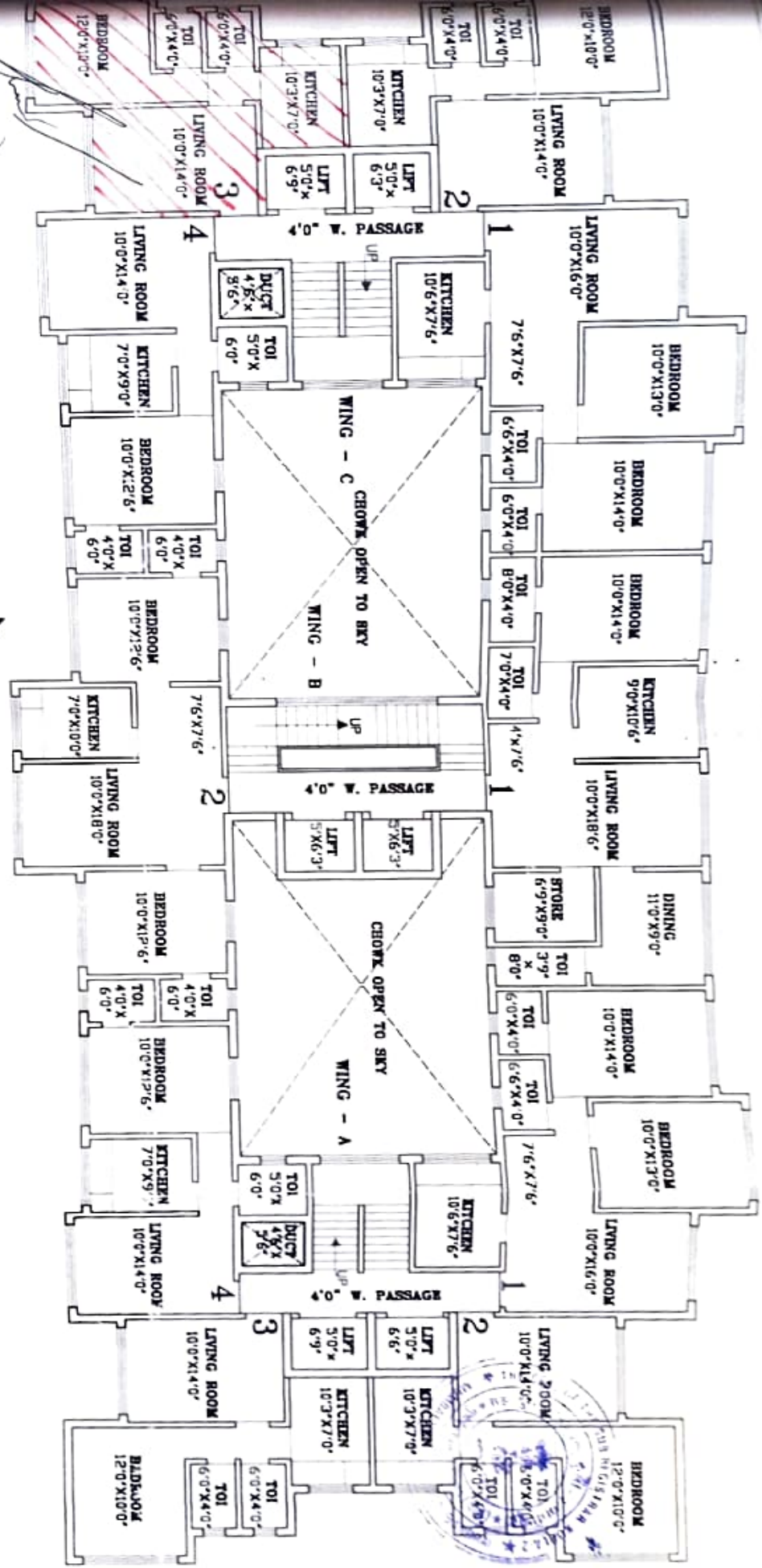
True Copy
[Signature]
For Daisaria Associates
Architects

Handwritten signature

TYPICAL FLOOR PLAN



-TULLIP-



No. 1
 Date: _____
 Signature: _____
 Title: _____



नोंदणीपूर्व गोषवारा

- (1) विलेखाचा प्रकार करारनामा
- (2) मोबदला रु. 1,184,000.00 ✓
- (3) बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) रु. 1,063,807.00
- (4) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 42950.00
- (5) बाजारभावाप्रमाणे नोंदणी फी रु 11840.00
- (6) दस्त निष्पादित केल्याचा 02/09/2004

सूचना

- 1) ही माहिती पक्षकारानी सादरकित केल्या इन्पुट फॉर्मवर आधारित आहे.
- 2) दस्ताची माहिती समणकावर घेण्यात आली याचा अर्थ दस्त नोंदणीसाठी स्वीकारला असा नाही दुय्यम निबंधक दस्त नाकारू शकतात किंवा नियमानुसार योग्य ती अन्य कार्यवाही करू शकतात.
- 3) बदल/दुरुस्त्या कराव्यात.
- 4) क्रमांक 1,2,3,4,5,6 मध्ये बदल करता येणार नाही.

- (7) पृष्ठाची संख्या 54
- (8) भू-मापन, पोटोहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 551/45
- (9) मालमत्तेचे इतर वर्णन

(1) वर्णन: विभागाचे नाव - नाहूर - कुर्ला , उपविभागाचे नाव - 122/561 - दुभाग: उत्तरेस गावाची सीमा, पुर्वेस रेल्वे लाईन, दक्षिणेस गावाची हद्द व पश्चिमेस लाल वहाणूर शास्त्री मार्ग (मूल्यादर विभाग क्रमांक 560 सोडून), सादर मिळकत सि.टी.एस. नंबर - 551 मध्ये आहे. - फ्लॅट नं 803, 8 वा मजला, सी विंग, ट्यूब्लूप अपार्टमेंट, पी. के. रोड, मुलुंड प मुं 80. स्टीट अधिक आठ मजल्याची इमारत. फ्लॅट नं 57, टी वॉर्ड, सर्व्हे 115 पेकी व 127 हिस्सा नं 7 पेकी.

- (10) क्षेत्रफळ
- (11) आकारणी किंवा जुडी देण्यात असले तेव्हा
- (12) *दस्तऐवज करून देण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व पत्ता
- (13) *दस्तऐवज करून घेण्या-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व पत्ता

(1) बांधीव मिळकतीचे क्षेत्रफळ 44.05 चौ.मी. आहे.

(1) मेसर्स मोहन अॅन्ड कंपनी तर्फे भागीदार श्री. सुनिल टी. कुकरेजा यांच्या तर्फे कु म् म्हणून श्री. प्रशांत एस. पाटील -; घर/फ्लॅट नं: 219, लाल आशिय, 11 वा रस्ता, वेवूर मु 71.; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/पसाहल: -; शहर/गाव: -; तालुका: -; पिन: -; पिन नम्वर: अजेजीएफएम5202एच.

(1) अनिल कुमार पनीकर -; घर/फ्लॅट नं: 405, सुपार्थ्व अपार्टमेंट, सपोदय नगर, नाहूर रोड, मुलुंड प मुं 80.; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/पसाहल: -; शहर/गाव: -; तालुका: -; पिन: -; पिन नम्वर: अजेजीपीपी3259पी.

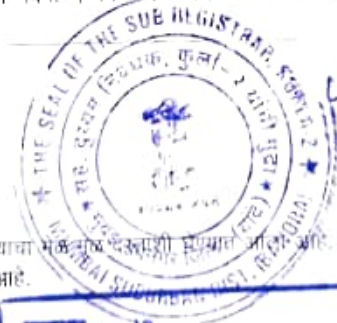
नोंदणी गोषवा-यामध्ये इन्पुट फॉर्म प्रमाणे क डाटा एंटी करण्यात आली आहे.

पूर्व नोंदणी गोषवारा तपासून पाहिला आहे वरोबर धाट/त्याच्यात नमूद केलेले बदल/दुरुस्त्या कराव्यात.

डाटा एंटी ऑपरेटर ची स्वाक्षरी)

(पक्षकाराची स्वाक्षरी)

नोंदणीपूर्व गोषवारा इन्पुट फॉर्म प्रमाणे आहे व याचा भेद नोंद देण्याची प्रमाणे आला आहे. पक्षकाराने नमूद केलेले *बदल/दुरुस्त्या याचा समावेश करण्यात आला आहे.



बदल - ७

दस्त क्रमांक (२२६५ / १००४)

५०

दुय्यम निबंधकाची स्वाक्षरी)

ह. दुय्यम निबंधक, कुर्ला-२
मुंबई उपनगर जिल्हा.



दस्तावेज क्रमांक व वर्ष: 9665/2004

Monday, September 06, 2004

11:44:29 AM

दुय्यम निबंधक: कुला 2 (विकोली)

नोटणी क्र. ११

INDEX 63 00 00

सूची क्र. दोन INDEX NO. II

गावाचे नाव : नाहूर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) करारनामा
 मोबदला रु. 1,184,000.00
 वा.भा. रु. 1,063,807.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 551/45 वर्णन: विभागाचे नाव - नाहूर - कुला 2, उपविभागाचे नाव - 122/561 - भुभाग: उत्तरेस गावाची सीमा, पूर्वेस रेल्वे लाईन, दक्षिणेस गावाची हद्द व पश्चिमेस लाल बहादूर शास्त्री मार्ग (मूल्यदर विभाग क्रमांक 560 सोडून). सदर मिळकत सि.टी.एस. नंबर - 551 मध्ये आहे. - प्लॉट नं 803, 8 वा मजला, सी विंग, ट्युलीप अपार्टमेंट, पी. के. रोड, मुलुंड प मुं 80, स्टील्ट अधिक आठ मजल्यांची इमारत, प्लॉट नं 57, टी वॉर्ड, सर्व्हे 115 पैकी व 127 हिस्सा नं 7 पैकी.
 (1)वांधीव मिळकतीचे क्षेत्रफळ 44.05 चौ.मी. आहे.
- (3)क्षेत्रफळ (1)-
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मेसर्स मोहन अॅन्ड कंपनी तर्फे भागीदार श्री. सुनिल टी. कुकरेजा यांच्या तर्फे कु मु म्हणून श्री. प्रशांत एस. पाटील - ; घर/प्लॉट नं: 219, लाल आशिय, 11 वा रस्ता, चेन्नई मुं 71.; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: अेअेवीएफएम5202एच.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) अनिल कुमार पनीकर - ; घर/प्लॉट नं: 405, सुपाथ्व अपार्टमेंट, सर्वोदय नगर, नाहूर रोड, मुलुंड प मुं 80.; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: अेअेजेपीपी3259पी.
- (7) दिनांक करून दिल्याचा 02/09/2004
- (8) नोंदणीचा 06/09/2004
- (9) अनुक्रमांक, खंड व पृष्ठ 9665 /2004
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 42950.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 11900.00
- (12) शेरा

Certificate No. 75 Member's Register No. 75 No. of Shares FIVE

SHARE CERTIFICATE

MULUNDTULIP CO-OPERATIVE HOUSING SOCIETY LIMITED

Regn. No. MUM / WT / HSG / TC / 9248 dtd. 10/1/06
(Registered under Maharashtra Co-operative Societies Act. 1960)

Registration No. 75

Date: 14.08.2006

This is to certify that Shri. / Smt. / M/s. ANIL PANICKER is the registered Holder of FIVE fully paid up shares of Rs. FIFTY each numbered from 371- to 375 both inclusive in MULUND TULIP Co-operative Housing Society Ltd. OH. P. K. Rd, MULUND WEST, MUMBAI 400080 subject to the Bye - laws of the said Society

Given under the Common Seal of the said Society at MULUND WEST.
this FOURTEENTH - day of AUGUST 2006



[Signature]
Authorised
M. C. Member

[Signature]
Secretary

[Signature]
Chairman
P. T. O.

Thanks

Regards

For Mulund Tulip CHS Ltd

[Signature]
Hon. Secretary

Mobile No -9821078122

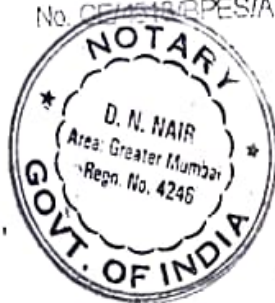


BRIHANMUMBAI MAHANAGARPALIKA.

No. 24 MAY 2006

Handwritten signature/initials

Shri. M.V. Daisaria, Architect
M/s. Daisaria Associates,
301, Bhaveshwar Market,
M.G. Road, Ghatkopar (East),
Mumbai 400 077.



बदर-३	
५२२	२५
२००९	

Sub:- Full occupation to proposed bldg. on land bearing CTS no.551/45 of village Nahur, Mulund (W).

Sir,

The full development work of bldg. on plot bearing CTS No.551/45 of village Nahur, Mulund (W) completed under the supervision of Architect Shri M.V.Daisaria having Licence No. CA/82/7254 & Shri R.H. Mahimtura having Licence No.STR/M/63 may be occupied on the following conditions.

1. That Certificate under Section 270-A of the Mumbai Municipal Corporation Act shall be submitted within 3-months.

A set of certified completion plans is returned herewith in token of Municipal approval.

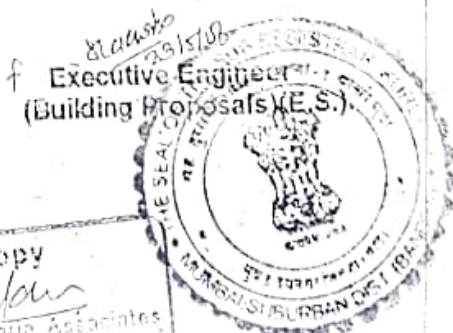
Note :- This permission is issued without prejudice to actions under sections 305, 353-A of Mumbai Municipal Corporation Act.

Yours faithfully,

sdh
Executive Engineer
(Building Proposals)(E.S.).

24 MAY 2006

Copy forwarded for information to the owner :
Shri. Mohan Kukreja C.A. to Owner



True Copy
M.V. Daisaria
Daisaria Associates
Architects



दस्तक्रमांक व वर्ष: 9665/2004

Monday, September 06, 2004

11:44:29 AM

दुय्यम निबंधक: कुर्ला 2 (विकोळी)

नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : नाहूर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) करारनामा
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